

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA *ex rel.*
ELLSWORTH ASSOCIATES, LLP,

Plaintiff-Relator,

v.

CVS HEALTH CORPORATION, *et al.*,

Defendants.

Case No.: 2:19-cv-02553-JMY

Jury Trial Demanded

DEFENDANTS' ANSWER TO RELATOR'S SECOND AMENDED COMPLAINT

Pursuant to Federal Rule of Civil Procedure 12, Defendants CVS Health Corporation (“CVS Health”), SilverScript Insurance Company, LLC (“SilverScript”), CVS Caremark Corporation (“CVS Caremark”), and CVS Pharmacy, Inc., (collectively herein “the CVS Defendants”), respectfully answer the Second Amended Complaint (“SAC”) filed by Relator Ellsworth Associates, LLP (“Relator” or “Ellsworth”) and raise affirmative defenses as set forth below.

The CVS Defendants deny that Relator has stated a claim under the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.* CVS Defendants deny that Relator and the United States are entitled to any relief. Judgment should be entered for CVS Defendants on each of Relator’s claims.

Except as specifically admitted herein, CVS Defendants deny each and every allegation in the SAC. To the extent Relator’s headings are construed as allegations, they are denied. Below CVS Defendants specifically address each numbered paragraph of the SAC.

1. CVS Defendants deny the allegations contained in Paragraph 1.
2. The allegations in Paragraph 2 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 2 are denied.

3. CVS Defendants deny the allegations contained in Paragraph 3.
4. CVS Defendants deny the allegations contained in Paragraph 4.
5. CVS Defendants admit that the fifteen drugs listed in Paragraph 5 exist. CVS

Defendants deny the remaining allegations contained in Paragraph 5.

6. CVS Defendants deny the allegations contained in Paragraph 6.
7. CVS Defendants deny the allegations contained in Paragraph 7.
8. CVS Defendants deny the allegations contained in Paragraph 8.
9. CVS Defendants deny the allegations contained in Paragraph 9.
10. CVS Defendants deny the allegations contained in Paragraph 10.
11. CVS Defendants deny the allegations contained in Paragraph 11.
12. CVS Defendants deny the allegations contained in Paragraph 12.
13. CVS Defendants deny the allegations contained in Paragraph 13.
14. CVS Defendants deny the allegations contained in Paragraph 14.
15. CVS Defendants deny the allegations contained in Paragraph 15.
16. CVS Defendants deny the allegations contained in Paragraph 16.
17. CVS Defendants admit that CVS Caremark Corporation entered into an Agreement

Containing Consent Order with the FTC, which speaks for itself. CVS Defendants deny the remaining allegations contained in Paragraph 17.

18. CVS Defendants deny the allegations contained in Paragraph 18.
19. CVS Defendants deny the allegations contained in Paragraph 19.
20. CVS Defendants lack sufficient knowledge to admit or deny the allegations regarding Relator's identity in Paragraph 20, so they are denied.

21. The allegations in Paragraph 21 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 21 are denied.

22. CVS Defendants deny the allegations contained in Paragraph 22.

23. CVS Defendants deny the allegations contained in Paragraph 23.

24. The allegations in Paragraph 24 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 24 are denied.

25. CVS Defendants deny the allegations contained in Paragraph 25.

26. CVS Defendants deny the allegations contained in Paragraph 26.

27. Paragraph 27 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 27 are denied.

28. Paragraph 28 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 28 are denied.

29. Paragraph 29 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 29 are denied.

30. The allegations in Paragraph 30 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 30 are denied.

31. The allegations in Paragraph 31 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 31 are denied.

PARTIES

32. Paragraph 32 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants lack sufficient

knowledge to admit or deny the allegations regarding Relator's identity in Paragraph 32, so they are denied.

33. CVS Defendants admit that Alexandra Miller was an employee with Caremark LLC. CVS Defendants otherwise deny the allegations contained in Paragraph 33.

34. CVS Defendants admit that Ms. Miller was an employee of Caremark, L.L.C. from 1999 through April 2019. Ms. Miller served in various roles and her title when she left was Senior Director. CVS Defendants otherwise deny the allegations contained in Paragraph 34.

35. CVS Defendants deny the allegations contained in Paragraph 35.

36. CVS Defendants deny the allegations contained in Paragraph 36.

37. CVS Defendants admit the allegations contained in Paragraph 37.

38. CVS Defendants admit that as of December 31, 2018, three of the reportable segments of CVS Health Corporation, together with its subsidiaries were Pharmacy Services, Retail/LTC, and Health Care Benefits. CVS Defendants deny the remaining allegations contained in Paragraph 38.

39. CVS Defendants admit that prescriptions managed by subsidiaries of CVS Health that operate pharmacies are analyzed, processed and documented in those pharmacies' prescription management systems. CVS Defendants deny the remaining allegations contained in Paragraph 39.

40. CVS Defendants admit that certain subsidiaries of CVS Health use a computerized prescription management system, but otherwise deny Relator's characterization of CVS Health's prescription management systems. CVS Defendants deny the remaining allegations contained in Paragraph 40.

41. CVS Defendants admit that SilverScript is a Tennessee corporation and that SilverScript is a corporate affiliate of CVS Health. CVS Defendants state that SilverScript's

principal place of business is One CVS Drive Woonsocket, Rhode Island. CVS Defendants deny the remaining allegations contained in Paragraph 41.

42. CVS Defendants deny the allegations contained in Paragraph 42.

43. CVS Defendants admit that CVS Pharmacy, Inc. is a Rhode Island Company with a principal place of business in Woonsocket, RI, that it is a wholly-owned subsidiary of CVS Health Corporation, and that it directly or indirectly, via certain subsidiaries, operates retail pharmacies. CVS Defendants deny the remaining allegations contained in Paragraph 43.

44. CVS Defendants admit that certain subsidiaries of CVS Health currently own and/or operate certain retail stores within the Commonwealth of Pennsylvania. CVS Defendants deny the remaining allegations contained in Paragraph 44.

JURISDICTION AND VENUE

45. The allegations in Paragraph 45 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 45 are denied.

46. The allegations in Paragraph 46 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 46 are denied.

47. CVS Defendants admit that there are retail stores in the Commonwealth of Pennsylvania. The allegations regarding number of SilverScript beneficiaries in Pennsylvania do not state a relevant time period and are therefore denied on that basis CVS Defendants deny the remaining allegations contained in Paragraph 47.

SUBSTANTIVE ALLEGATIONS

48. CVS Defendants state that the False Claims Act speaks for itself and on that basis deny the allegations regarding it.

49. CVS Defendants state that the False Claims Act speaks for itself and on that basis deny the allegations regarding it.

50. CVS Defendants state that the False Claims Act speaks for itself and on that basis deny the allegations regarding it.

51. CVS Defendants state that the False Claims Act speaks for itself and on that basis deny the allegations regarding it.

52. CVS Defendants state that the False Claims Act speaks for itself and on that basis deny the allegations regarding it.

53. CVS Defendants state that the False Claims Act speaks for itself and on that basis deny the allegations regarding it.

54. Paragraph 54 contains no specific allegations against CVS Defendants and thus no response is required. To the extent that any response is required, CVS Defendants state that Senator Grassley's statement speaks for itself and on that basis deny the allegations contained in Paragraph 54.

55. Paragraph 55 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the antitrust laws speak for themselves and deny the allegations contained in Paragraph 55.

56. Paragraph 56 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the antitrust laws speak for themselves and deny the allegations contained in Paragraph 56.

57. Paragraph 57 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS

Defendants state that the antitrust laws speak for themselves and deny the allegations contained in Paragraph 57.

58. Paragraph 58 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the statement allegedly quoted speaks for itself and deny the allegations contained in Paragraph 58.

59. Paragraph 59 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the antitrust laws speak for themselves and deny the allegations contained in Paragraph 59.

60. Paragraph 60 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS laws and regulations speak for themselves and deny the allegations contained in Paragraph 60.

61. Paragraph 61 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS laws and regulations speak for themselves and deny the allegations contained in Paragraph 61.

62. Paragraph 62 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that HHS Office of Health Policy guidance speaks for itself and on that basis deny the allegations regarding it.

63. Paragraph 63 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 63 and deny it on that basis. .

64. Paragraph 64 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 63 and deny it on that basis.

65. Paragraph 65 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the Kaiser Family Foundation's statement speaks for itself and deny the allegations contained in Paragraph 65.

66. Paragraph 66 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 66.

67. Paragraph 67 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 67.

68. Paragraph 68 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 68.

69. Paragraph 69 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 69.

70. Paragraph 70 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS guidance speaks for itself and deny the allegations contained in Paragraph 70.

71. Paragraph 71 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 71.

72. Paragraph 72 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 72.

73. Paragraph 73 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 73.

74. Paragraph 74 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 74.

75. Paragraph 75 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the MedPac June 2020 report to Congress speaks for itself and deny the allegations contained in Paragraph 75.

76. CVS Defendants deny the allegations contained in Paragraph 76.

77. Paragraph 77 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 77.

78. Paragraph 78 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations and guidance speak for themselves and deny the allegations contained in Paragraph 78.

79. Paragraph 79 states legal conclusions contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 78.

80. Paragraph 80 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 80.

81. Paragraph 81 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS

Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 81.

82. Paragraph 82 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 82.

83. Paragraph 83 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 83.

84. CVS Defendants state that CMS training materials speak for themselves and deny the allegations contained in Paragraph 84.

85. CVS Defendants state that CMS training materials speak for themselves and deny the allegations contained in Paragraph 85.

86. Paragraph 86 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations and training materials speak for themselves and deny the allegations contained in Paragraph 86.

87. Paragraph 87 states legal conclusions and contains no allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations and training materials speak for themselves and deny the allegations contained in Paragraph 87.

88. CVS Defendants state that the training module speaks for itself and on that basis deny the allegations in Paragraph 88.

89. CVS Defendants state that the training module speaks for itself and on that basis deny the allegations in Paragraph 89.

90. CVS Defendants state that the training module speaks for itself and on that basis deny the allegations in Paragraph 90.

91. CVS Defendants state that the training module and the CVS Code of Conduct speak for themselves and on that basis deny the allegations in Paragraph 91.

92. CVS Defendants state that CVS Health's Code of Conduct speaks for itself and on that basis deny the allegations in Paragraph 92.

93. CVS Defendants state that CVS Health's Code of Conduct speaks for itself and on that basis deny the allegations in Paragraph 93.

94. CVS Defendants state that CVS Health's Code of Conduct speaks for itself and on that basis deny the allegations in Paragraph 94.

95. CVS Defendants state that CVS Health's Code of Conduct speaks for itself and on that basis deny the allegations in Paragraph 95.

96. CVS Defendants state that CVS Health's Code of Conduct speaks for itself and on that basis deny the allegations in Paragraph 96.

97. CVS Defendants state that the Corporate Integrity Agreement ("CIA") that CVS Caremark Corporation entered into with the HHS Office of the Inspector General ("OIG") in 2014 and the CIA that CVS Health Corporation entered into with HHS OIG in 2016 speak for themselves and on that basis deny the allegations regarding them. CVS Defendants deny the remaining allegations contained in Paragraph 97.

98. CVS Defendants state that CVS Health's Code of Conduct speaks for itself and on that basis deny the allegations in Paragraph 98.

99. Paragraph 99 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny Relator's characterization of Medicare Part D and its application to its claims.

100. CVS Defendants state CMS statements speak for themselves and on that basis deny the allegations contained in Paragraph 100.

101. CVS Defendants state CMS statements speak for themselves and on that basis deny the allegations contained in Paragraph 101.

102. CVS Defendants state CMS statements speak for themselves and on that basis deny the allegations contained in Paragraph 102.

103. CVS Defendants state CMS statements speak for themselves and on that basis deny the allegations contained in Paragraph 103.

104. CVS Defendants state CMS regulations and guidance speak for themselves and on that basis deny the allegations contained in Paragraph 104.

105. CVS Defendants state CMS statements speak for themselves and on that basis deny the allegations contained in Paragraph 105.

106. CVS Defendants state CMS statements speak for themselves and on that basis deny the allegations contained in Paragraph 106.

107. Paragraph 107 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations and guidance speak for themselves and deny the allegations contained in Paragraph 107.

108. Paragraph 108 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations and guidance speak for themselves and deny the allegations contained in Paragraph 108.

109. CVS Defendants state that CMS's notice speaks for itself and on that basis, deny the allegations regarding it. CVS Defendants deny the remaining allegations contained in Paragraph 109.

110. CVS Defendants state that CMS's notice speaks for itself, and on that basis deny the allegations regarding it. CVS Defendants deny the remaining allegations contained in paragraph 110.

111. CVS Defendants state that CMS's statement speaks for itself, and on that basis deny the allegations in Paragraph 111.

112. CVS Defendants state that CMS's notice speaks for itself, and on that basis, deny the allegations in Paragraph 112.

113. CVS Defendants deny the allegations contained in Paragraph 113.

114. CVS Defendants deny the allegations contained in Paragraph 114.

115. CVS Defendants deny the allegations contained in Paragraph 115.

116. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 116, so they are denied.

117. CVS Defendants deny the allegations contained in Paragraph 117

118. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 118, so they are denied.

119. Paragraph 119 states legal conclusions and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 119.

120. Paragraph 120 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the Medicare Modernization Act speaks for itself and deny the allegations contained in Paragraph 120.

121. Paragraph 121 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS guidance speaks for itself and deny the allegations contained in Paragraph 121.

122. Paragraph 122 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS guidance speaks for itself and deny the allegations contained in Paragraph 122.

123. Paragraph 123 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 123 are denied.

124. Paragraph 124 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 124 are denied.

125. Paragraph 125 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 125 are denied.

126. Paragraph 126 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 126 are denied.

127. Paragraph 127 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 127 are denied.

128. Paragraph 128 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 128 are denied.

129. Paragraph 129 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 129 are denied.

130. Paragraph 130 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 130 are denied.

131. Paragraph 131 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 131 are denied.

132. Paragraph 132 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 132 are denied.

133. Paragraph 133 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 133 are denied.

134. Paragraph 134 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 134 are denied.

135. Paragraph 135 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 135 are denied.

136. Paragraph 136 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 136 are denied.

137. Paragraph 137 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 137 are denied.

138. Paragraph 138 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 138 are denied.

139. Paragraph 139 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 139 are denied.

140. Paragraph 140 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 140 are denied.

141. CVS Defendants deny the allegations contained in Paragraph 141.

142. CVS Defendants state that the Centers for Medicare & Medicaid Services, Announcement of Calendar Year (CY) 2020 Medicare Advantage Capitation Rates and Medicare Advantage and Part D Payment Policies and Final Call Letter (April 2019) speaks for itself and thus no response is required.

143. Paragraph 143 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 143 are denied.

144. Paragraph 144 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 144 are denied.

145. CVS Defendants state that CMS Regulations speak for themselves. To the extent any response is required, the allegations in Paragraph 145 are denied.

146. CVS Defendants state that CMS Regulations and the CMS Prescription Drug Benefit Manual speak for themselves. To the extent any response is required, the allegations in Paragraph 146 are denied.

147. Paragraph 147 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 147 are denied.

148. Paragraph 148 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 148 are denied.

149. Paragraph 149 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 149 are denied.

150. As CVS Defendants state that Seema Verma's May 17, 2018 letter to PDP Sponsors speaks for itself. To the extent any response is required, the allegations in Paragraph 150 are denied.

151. Paragraph 151 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 151 are denied.

152. Paragraph 152 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 152 are denied.

153. Paragraph 153 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the PDE Instructions speak for themselves and deny the allegations in Paragraph 153.

154. Paragraph 154 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the PDE Instructions speak for themselves and deny the allegations in Paragraph 154.

155. Paragraph 155 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the PDE Instructions speak for themselves and deny the allegations in Paragraph 155.

156. Paragraph 156 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the PDE Instructions speak for themselves and deny the allegations in Paragraph 156.

157. Paragraph 157 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 157 are denied.

158. Paragraph 158 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 158 are denied.

159. Paragraph 159 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 159 are denied.

160. Paragraph 160 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 160 are denied.

161. Paragraph 161 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, the allegations in Paragraph 161 are denied.

162. CVS Defendants state that the Caremark Participating Pharmacy Administrative Manual V53003 speaks for itself as of the date published. To the extent any response is required, the allegations in Paragraph 162 are denied.

163. CVS Defendants state that the Caremark Participating Pharmacy Administrative Manual speaks for itself. To the extent any response is required, the allegations in Paragraph 163 are denied.

164. CVS Defendants state that Paragraph 164 purports to quote from some unspecified document, which speaks for itself, and is not cited. To the extent any response is required, CVS Defendants lack sufficient knowledge to form a belief about the truth of the allegations in Paragraph 63 and deny it on that basis.

165. Paragraph 165 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS guidance speaks for itself and deny the allegations contained in Paragraph 165.

166. Paragraph 166 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 166.

167. Paragraph 167 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 167.

168. Paragraph 168 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 168.

169. Paragraph 169 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 169.

170. CVS Defendants state that any agreements between its PBM subsidiaries and their network pharmacies speak for themselves. To the extent any response is required, the allegations in Paragraph 170 are denied.

171. Paragraph 171 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 171.

172. Paragraph 172 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 172.

173. Paragraph 173 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 173.

174. Paragraph 174 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS guidance speaks for itself and deny the allegations contained in Paragraph 174.

175. Paragraph 175 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS guidance speaks for itself and deny the allegations contained in Paragraph 175.

176. Paragraph 176 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 176.

177. Paragraph 177 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speaks for themselves and deny the allegations contained in Paragraph 177.

178. Paragraph 178 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speaks for themselves and deny the allegations contained in Paragraph 178.

179. Paragraph 179 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 179.

180. Paragraph 180 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that NCPDP standards speak for themselves and deny the allegations contained in Paragraph 180.

181. CVS Defendants state that NCPDP standards speak for themselves and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 181.

182. CVS Defendants state that the CVS Caremark Administrative Manual speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 182.

183. CVS Defendants state that the CVS Caremark Administrative Manual speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 183.

184. Paragraph 184 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 184.

185. Paragraph 185 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that State laws speak for themselves and deny the allegations contained in Paragraph 185.

186. Paragraph 186 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS

Defendants state that NCPDP standards speak for themselves and deny the allegations contained in Paragraph 186.

187. Paragraph 187 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 187.

188. Paragraph 188 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 188.

189. CVS Defendants state that Part D plan sponsors agreed to certain terms and conditions of their contracts with CMS, which speak for themselves. CVS Defendants deny the remaining allegations contained in Paragraph 189.

190. Paragraph 190 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 190.

191. Paragraph 191 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that state laws speak for themselves and deny the allegations contained in Paragraph 191.

192. Paragraph 192 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 192.

193. Paragraph 193 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 193.

194. Paragraph 194 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 194.

195. Paragraph 195 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 195.

196. Paragraph 196 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 196.

197. Paragraph 197 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 197.

198. Paragraph 198 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS

Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 198.

199. Paragraph 199 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that state laws governing minimum pharmacy standards speak for themselves and deny the allegations contained in Paragraph 199.

200. The allegations in Paragraph 200 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 200 are denied.

201. The allegations in Paragraph 201 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 201 are denied.

202. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 202, so they are denied.

203. Paragraph 203 states a legal conclusion contains no specific allegations against CVS Defendants and thus no response is required. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 203.

204. Paragraph 204 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 204.

205. Paragraph 205 states a legal conclusion and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 205.

206. CVS Defendants state that any contracts between SilverScript and CVS Pharmacies speak for themselves and on that basis deny the allegations contained in Paragraph 206.

207. Paragraph 207 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the state laws speak for themselves and deny the allegations contained in Paragraph 207.

208. Paragraph 208 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the state laws speak for themselves and deny the allegations contained in Paragraph 208.

209. CVS Defendants deny the allegations contained in Paragraph 209.

210. Paragraph 210 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that Electronic Data Interchange Agreements with CMS speak for themselves and deny the allegations contained in Paragraph 210.

211. The allegations in Paragraph 211 state legal conclusions to which no answer is required. To the extent any response is required, the allegations in Paragraph 211 are denied.

212. At Paragraph 212 states legal conclusions and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speaks for themselves and deny the allegations contained in Paragraph 212.

213. CVS Defendants deny the allegations contained in Paragraph 213.

214. CVS Defendants deny the allegations contained in Paragraph 214.

215. CVS Defendants deny the allegations contained in Paragraph 215.

216. CVS Defendants deny the allegations contained in Paragraph 216.

217. CVS Defendants deny the allegations contained in Paragraph 217.

218. CVS Defendants deny the allegations contained in Paragraph 218.

219. CVS Defendants deny the allegations contained in Paragraph 219.

220. CVS Defendants state that the Prescription Drug Benefit Manual and the Medicare Modernization Act speak for themselves and on that basis deny the allegations contained in Paragraph 220.

221. Paragraph 221 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 221.

222. Paragraph 222 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations speak for themselves and deny the allegations contained in Paragraph 222.

223. CVS Defendants deny the allegations contained in Paragraph 223.

224. CVS Defendants deny the allegations contained in Paragraph 224.

225. CVS Defendants state that Paragraph 225 refers to an article which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 225.

226. CVS Defendants state that Paragraph 226 refers to an article which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 226.

227. CVS Defendants state that Paragraph 227 refers to an article which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 227.

228. CVS Defendants state that Paragraph 228 refers to an article which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 228.

229. CVS Defendants deny Relator's allegations contained in Paragraph 229.

230. CVS Defendants state that Paragraph 230 refers to an article which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 230.

231. CVS Defendants deny Relator's allegations contained in Paragraph 231

232. CVS Defendants state that Paragraph 232 refers to a document which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 232.

233. CVS Defendants state that Paragraph 233 refers to a document which speaks for itself and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 233.

234. CVS Defendants deny Relator's allegations contained in Paragraph 234.

235. Paragraph 235 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 235.

236. CVS Defendants deny Relator's allegations contained in Paragraph 236.

237. CVS Defendants state that SilverScript's marketing materials speak for themselves.

To the extent any response is required, the allegations in Paragraph 237 are denied.

238. CVS Defendants state that SilverScript's marketing material speaks for itself and deny Relator's allegations contained in Paragraph 238.

239. CVS Defendants state that SilverScript's marketing material speaks for itself and deny Relator's allegations contained in Paragraph 239.

240. CVS Defendants state that SilverScript's marketing material speaks for itself and deny Relator's allegations contained in Paragraph 240.

241. CVS Defendants state that SilverScript's marketing materials speak for themselves. To the extent that any response is required, the allegations in Paragraph 241 are denied.

242. CVS Defendants state that SilverScript's marketing materials speak for themselves. To the extent that any response is required, the allegations in Paragraph 242 are denied.

243. CVS Defendants deny Relator's allegations contained in Paragraph 243.

244. CVS Defendants deny Relator's allegations contained in Paragraph 244.

245. CVS Defendants deny Relator's allegations contained in Paragraph 245.

246. CVS Defendants deny Relator's allegations contained in Paragraph 246.

247. CVS Defendants deny Relator's allegations contained in Paragraph 247.

248. CVS Defendants deny Relator's allegations contained in Paragraph 248.

249. CVS Defendants deny Relator's allegations contained in Paragraph 249.

250. CVS Defendants state that the CVS Health Code of Conduct speaks for itself. CVS Defendants deny the allegations contained in Paragraph 250.

251. CVS Defendants state that the document to which Relator refers speaks for itself. To the extent any response is required, the allegations in Paragraph 251 are denied.

252. CVS Defendants state that Paragraph 252 purports to quote from a June 4, 2018 hearing before the New York Standing Committee on Insurance and Health which speaks for itself, and was quoted out of context in Paragraph 252. To the extent any response is required, the allegations in Paragraph 252 are denied.

253. CVS Defendants state that Paragraph 253 purports to quote from a June 4, 2018 hearing before the New York Standing Committee on Insurance and Health which speaks for itself, and was quoted out of context in Paragraph 253. To the extent any response is required, the allegations in Paragraph 253 are denied.

254. CVS Defendants deny Relator's allegations contained in Paragraph 254.

255. CVS Defendants state that the settlement agreement and corporate integrity agreement entered into by CVS Caremark Corporation speak for themselves. To the extent any response is required, the allegations in Paragraph 255 are denied.

256. CVS Defendants state that the cited materials speak for themselves. To the extent any response is required, the allegations in Paragraph 256 are denied.

257. CVS Defendants state that the cited materials speak for themselves. To the extent any response is required, the allegations in Paragraph 257 are denied.

258. CVS Defendants deny the allegations contained in Paragraph 258.

259. CVS Defendants state that the FTC's settlement and consent order, along with the corresponding FTC press release, speak for themselves. To the extent any response is required, CVS Defendants deny Relator's characterization of the FTC settlement, consent order, and press release and their application to its claims.

260. CVS Defendants state that the 2012 FTC Complaint against CVS Caremark Corporation, through its subsidiary RxAmerica, speaks for itself. To the extent any response is

required, CVS Defendants deny Relator's characterization of the 2012 FTC Complaint and its application to its claims.

261. CVS Defendants state that the FTC Agreement speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 261.

262. CVS Defendants state that FTC Letter speaks for itself. To the extent any response is required, CVS Defendants deny Relator's the allegations contained in Paragraph 262.

263. CVS Defendants deny Relator's allegations contained in Paragraph 263.

264. CVS Defendants deny Relator's allegations contained in Paragraph 264.

265. CVS Defendants deny Relator's allegations contained in Paragraph 265.

266. CVS Defendants deny Relator's allegations contained in Paragraph 266.

267. CVS Defendants deny Relator's allegations contained in Paragraph 267.

268. CVS Defendants state that Paragraph 268 purports to quote from commentary on payorsolutions.cvshealth.com, which speaks for itself. To the extent any response is required, the allegations in Paragraph 268 are denied.

269. CVS Defendants state that Paragraph 269 purports to quote from an article posted on payorsolutions.cvshealth.com, which speaks for itself. To the extent that any response is required, the allegations in Paragraph 269 are denied.

270. CVS Defendants deny Relator's allegations contained in Paragraph 270.

271. CVS Defendants deny Relator's allegations contained in Paragraph 271.

272. CVS Defendants deny Relator's allegations contained in Paragraph 272.

273. CVS Defendants deny Relator's allegations contained in Paragraph 273.

274. CVS Defendants deny Relator's allegations contained in Paragraph 274.

275. CVS Defendants deny Relator's allegations contained in Paragraph 275.

276. CVS Defendants deny Relator's allegations contained in Paragraph 276.

277. CVS Defendants deny Relator's allegations contained in Paragraph 277.

278. CVS Defendants deny the allegations contained in Paragraph 278.

279. CVS Defendants deny the allegations contained in Paragraph 279.

280. CVS Defendants state that CMS' Reinterpretation of the Uniformity Requirement speaks for itself. CVS Defendants deny the remaining allegations contained in Paragraph 280.

281. CVS Defendants state that the CVS Health 2020 Annual Report speaks for itself. CVS Defendants admit that SilverScript offered the three plans referenced in Paragraph 281 in 2019. CVS Defendants deny the remaining allegations contained in Paragraph 281.

282. CVS Defendants admit the allegations contained in Paragraph 282

283. CVS Defendants state that the allegations contained in Paragraph 283 do not state a relevant time period for which the numbers of beneficiaries are alleged, and on that basis, CVS Defendants deny the allegations in Paragraph 283.

284. CVS Defendants state that certain Medicare beneficiaries who qualify for Extra Help pay reduced monthly copayments. CVS Defendants deny the remaining allegations in Paragraph 284.

285. CVS Defendants deny the allegations contained in Paragraph 285.

286. CVS Defendants state that the 2012 Annual Report of the Boards of Trustees of the Federal Hospital Insurance and Federal Supplementary Medical Insurance Trust Funds, April 23, 2012 speaks for itself. CVS Defendants otherwise deny the allegations contained in Paragraph 286.

287. CVS Defendants deny the allegations contained in Paragraph 287.

288. CVS Defendants state that Paragraph 288 purports to quote from a March 5, 2019 Statement of CVS Vice President for Government and Public Affairs, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 288.

289. CVS Defendants state that Paragraph 289 purports to quote from a March 5, 2019 Statement of CVS Vice President for Government and Public Affairs, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 289.

290. CVS Defendants state that Paragraph 290 purports to quote from a March 5, 2019 Statement of CVS Vice President for Government and Public Affairs, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 290.

291. CVS Defendants deny the allegations contained in Paragraph 291.

292. CVS Defendants state that Paragraph 292 purports to quote from a March 19, 2019 Statement of Executive Vice President, CVS Health, and President, CVS Caremark, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 292.

293. CVS Defendants state Paragraph 293 purports to quote from a March 19, 2019 Statement of Executive Vice President, CVS Health, and President, CVS Caremark, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 293.

294. CVS Defendants deny the allegations contained in Paragraph 294.

295. CVS Defendants state that Paragraph 295 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 295. CVS Defendants deny the allegations contained in Paragraph 295.

296. CVS Defendants state that Paragraph 296 purports to quote from Derica Rice's April 9, 2019 testimony before the United States Senate Committee on Finance, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 296.

297. CVS Defendants state that Paragraph 297 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 297. CVS Defendants deny the allegations contained in Paragraph 297.

298. CVS Defendants state that Paragraph 298 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 298. CVS Defendants deny the allegations contained in Paragraph 298.

299. CVS Defendants state that Paragraph 299 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 299. CVS Defendants deny the allegations contained in Paragraph 299.

300. CVS Defendants state that Paragraph 300 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 708.

CVS Defendants deny the allegations contained in Paragraph 300.

301. CVS Defendants deny the allegations contained in Paragraph 301.

302. CVS Defendants deny the allegations contained in Paragraph 302.

303. CVS Defendants state that Paragraph 303 purports to quote from Charles Ornstein and Katie Thomas' article titled "Take the Generic Drug, Patients Are Told—Unless Insurers Say No," which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 303.

304. Paragraph 304 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 304.

305. CVS Defendants state that the article referenced in Paragraph 305 speaks for itself. CVS Defendants deny Relator's characterization of State law and their application to its claims.

306. CVS Defendants deny the allegations contained in Paragraph 306.

307. CVS Defendants state that Paragraph 307 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 307.

308. CVS Defendants deny the allegations contained in Paragraph 308.

309. CVS Defendants deny the allegations contained in Paragraph 309.

310. CVS Defendants state that Paragraph 310 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 310.

311. CVS Defendants state that Paragraph 311 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 311.

312. CVS Defendants state that Paragraph 312 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 312.

313. CVS Defendants state that Paragraph 313 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 313.

314. CVS Defendants state that Paragraph 314 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 314.

315. CVS Defendants deny the allegations contained in Paragraph 315.

316. CVS Defendants deny the allegations contained in Paragraph 316.

317. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 317, so they are denied.

318. CVS Defendants deny the allegations contained in Paragraph 318.

319. CVS Defendants deny the allegations contained in Paragraph 319.

320. CVS Defendants state that Paragraph 320 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 320.

321. CVS Defendants deny the allegations contained in Paragraph 321.

322. CVS Defendants deny the allegations contained in Paragraph 322.

323. CVS Defendants deny the allegations contained in Paragraph 323.

324. CVS Defendants deny the allegations contained in Paragraph 324.

325. CVS Defendants deny the allegations contained in Paragraph 325.

326. CVS Defendants deny the allegations contained in Paragraph 326.

327. CVS Defendants deny the allegations contained in Paragraph 327.

328. CVS Defendants state that Paragraph 328 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 328.

329. CVS Defendants deny the allegations contained in Paragraph 329.

330. The allegations in Paragraph 330 state legal conclusions to which no answer is required. To the extent any response is required, CVS Defendants state that State law and Medicare laws speak for themselves and deny the allegations contained in Paragraph 330.

331. CVS Defendants deny the allegations contained in Paragraph 331.

332. CVS Defendants deny the allegations contained in Paragraph 332.

333. Paragraph 333 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that CMS regulations and Call Letters speak for themselves and deny the allegations contained in Paragraph 333.

334. CVS Defendants state that Paragraph 334 purports to quote from CVS Caremark's Administrative Manual, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 334.

335. CVS Defendants deny the allegations contained in Paragraph 335.

336. CVS Defendants deny the allegations contained in Paragraph 336.

337. CVS Defendants deny the allegations contained in Paragraph 337.

338. CVS Defendants deny the allegations contained in Paragraph 338.

339. CVS Defendants deny the allegations contained in Paragraph 339.

340. CVS Defendants deny the allegations contained in Paragraph 340.

341. CVS Defendants deny Relator's allegations contained in Paragraph 341.

342. CVS Defendants deny Relator's allegations contained in Paragraph 342.
343. CVS Defendants deny Relator's allegations contained in Paragraph 343.
344. CVS Defendants deny Relator's allegations contained in Paragraph 344.
345. CVS Defendants state that authorized generics exist for these brand-name drugs.

CVS Defendants deny the remaining allegations contained in Paragraph 345.

346. CVS Defendants deny Relator's characterization of GoodRx prices and its application to its claims.

347. CVS Defendants deny Relator's allegations contained in Paragraph 347.
348. CVS Defendants deny the allegations contained in Paragraph 348.
349. CVS Defendants deny Relator's allegations contained in Paragraph 349.
350. CVS Defendants deny Relator's allegations contained in Paragraph 350.
351. CVS Defendants state that Paragraph 351 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny Relator's allegations contained in Paragraph 351.

352. CVS Defendants deny Relator's allegations contained in Paragraph 352.

353. CVS Defendants state that Paragraph 353 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny Relator's allegations contained in Paragraph 353.

354. CVS Defendants state that Paragraph 354 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 354.

355. CVS Defendants deny Relator's allegations in Paragraph 355.

356. CVS Defendants state that SilverScript CCRs were provided with CCR training.

The remaining allegations contained in Paragraph 356 are denied.

357. CVS Defendants state that they have insufficient information to admit or deny the allegations in Paragraph 357, so they are denied.

358. CVS Defendants state that SilverScript CCRs were provided training consistent with their roles and responsibilities and were subject to oversight in their duties. CVS Defendants deny the remaining allegations contained in Paragraph 358.

359. CVS Defendants deny Relator's allegations in Paragraph 359.

360. CVS Defendants deny Relator's allegations in Paragraph 360.

361. CVS Defendants state that the SilverScript CCR talk tracks speak for themselves and deny Relator's characterization of these talk tracks.

362. Paragraph 362 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 362.

363. Paragraph 363 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that Paragraph 363 refers to an article, which speaks for itself, and deny the allegations contained in Paragraph 363.

364. CVS Defendants state that they have insufficient information to admit or deny the allegations in Paragraph 364, so they are denied.

365. CVS Defendants state that they have insufficient information to admit or deny the allegations in Paragraph 365, so they are denied.

366. CVS Defendants state that they have insufficient information to admit or deny the allegations in Paragraph 366, so they are denied.

367. CVS Defendants state that CVS Caremark Part D Services, LLC has entered into agreements with Teva. CVS Defendants deny the remaining allegations contained in Paragraph 367.

368. Paragraph 368 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 367.

369. CVS Defendants deny Relator's allegations contained in Paragraph 369.

370. CVS Defendants state that Paragraph 370 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 370. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 370.

371. CVS Defendants state that Paragraph 371 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 371. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 371.

372. CVS Defendants state that Paragraph 372 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the Drug Pricing Investigation: Majority Staff report speaks for itself and deny the allegations contained in Paragraph 372.

373. Paragraph 373 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the

Drug Pricing Investigation: Majority Staff report speaks for itself and deny the allegations contained in Paragraph 373.

374. Paragraph 374 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the Drug Pricing Investigation: Majority Staff report speaks for itself and deny the allegations contained in Paragraph 374.

375. CVS Defendants state that CVS Caremark Part D Services, LLC has entered into agreements with drug manufacturers and that these agreements speak for themselves. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 375.

376. CVS Defendants state that CVS Caremark Part D Services, LLC entered into agreements with drug manufacturers and that these agreements speak for themselves. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 376.

377. CVS Defendants deny Relator's allegations contained in Paragraph 377.

378. CVS Defendants deny Relator's allegations contained in Paragraph 378.

379. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 379.

380. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 380.

381. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 381.

382. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 382.

383. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 383.

384. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 384.

385. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 385.

386. CVS Defendants deny the allegations contained in Paragraph 386.

387. CVS Defendants deny the allegations contained in Paragraph 387.

388. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 388.

389. CVS Defendants deny the allegations contained in Paragraph 389.

390. CVS Defendants state that Paragraph 390 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 390.

391. CVS Defendants state that Paragraph 391 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 391.

392. CVS Defendants state that Paragraph 392 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 392.

393. CVS Defendants state that Paragraph 393 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 393.

394. CVS Defendants deny the allegations contained in Paragraph 394.

395. CVS Defendants deny the allegations contained in Paragraph 395.

396. CVS Defendants deny the allegations contained in Paragraph 396.

397. CVS Defendants deny the allegations contained in Paragraph 397.

398. CVS Defendants deny the allegations contained in Paragraph 398.

399. Paragraph 399 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 399.

400. Paragraph 400 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 400.

401. Paragraph 401 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 401.

402. Paragraph 402 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 402.

403. Paragraph 403 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 403.

404. Paragraph 404 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 404.

405. Paragraph 405 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 405.

406. CVS Defendants deny the allegations contained in Paragraph 406.

407. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 407.

408. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 408.

409. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 409.

410. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 410.

411. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 411.

412. CVS Defendants deny the allegations contained in Paragraph 412.

413. CVS Defendants deny the allegations contained in Paragraph 413.

414. CVS Defendants deny the allegations contained in Paragraph 414.

415. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 415.

416. CVS Defendants state that the allegations contained in Paragraph 416 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 416.

417. CVS Defendants state that the allegations contained in Paragraph 417 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 417.

418. CVS Defendants state that the allegations contained in Paragraph 418 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 418.

419. CVS Defendants deny the allegations contained in Paragraph 419.

420. CVS Defendants state that the allegations contained in Paragraph 420 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 420.

421. Paragraph 421 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 421.

422. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 422, so they are denied.

423. CVS Defendants state that Paragraph 423 refers to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 423.

424. CVS Defendants state that Paragraph 424 refers to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 424.

425. CVS Defendants state that Paragraph 425 refers to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 425.

426. CVS Defendants state that Paragraph 426 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 426. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 426.

427. CVS Defendants deny the allegations contained in Paragraph 427.

428. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 428, so they are denied.

429. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 429, so they are denied.

430. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 430, so they are denied.

431. Paragraph 431 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the June 9, 2014 Press Release speaks for itself and deny the allegations contained in Paragraph 431.

432. Paragraph 432 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 432.

433. Paragraph 433 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 433.

434. CVS Defendants deny the allegations contained in Paragraph 434.

435. CVS Defendants state the allegations contained in Paragraph 435 refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 435.

436. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 436.

437. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 437.

438. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 438.

439. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 439.

440. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 440.

441. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 441.

442. CVS Defendants deny the allegations contained in Paragraph 442.

443. CVS Defendants deny the allegations contained in Paragraph 443.

444. CVS Defendants admit that SilverScript CCRs were provided with talk tracks. CVS Defendants deny the remaining allegations contained in Paragraph 444.

445. CVS Defendants state the allegations contained in Paragraph 445 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 445.

446. CVS Defendants state the allegations contained in Paragraph 446 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 446.

447. CVS Defendants state the allegations contained in Paragraph 447 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 447.

448. CVS Defendants state the allegations contained in Paragraph 448 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 448.

449. CVS Defendants lack sufficient knowledge to admit or deny the allegations contained in Paragraph 449, so they are denied.

450. CVS Defendants state the allegations contained in Paragraph 450 refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 450.

451. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 451.

452. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 452, so they are denied.

453. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 453, so they are denied.

454. CVS Defendants deny the allegations contained in Paragraph 454.

455. CVS Defendants deny the allegations contained in Paragraph 455.

456. Paragraph 456 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 456.

457. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 457, so they are denied.

458. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 458, so they are denied.

459. CVS Defendants state that Paragraph 459 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 459.

460. CVS Defendants state that Paragraph 460 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 460.

461. CVS Defendants state that Paragraph 461 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 461.

462. CVS Defendants state that Paragraph 462 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 462.

463. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 463, so they are denied.

464. CVS Defendants state that Paragraph 464 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 464.

465. On CVS Defendants state that Paragraph 465 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 465.

466. CVS Defendants state that Paragraph 466 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 466.

467. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 467.

468. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 468.

469. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 469.

470. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 470.

471. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 471.

472. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 472.

473. CVS Defendants deny the allegations contained in Paragraph 473.

474. CVS Defendants state that Paragraph 474 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 474.

475. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 475.

476. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 476.

477. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 477.

478. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 478.

479. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 479.

480. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 480.

481. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 481.

482. CVS Defendants deny the allegations contained in Paragraph 482.

483. CVS Defendants state that Paragraph 483 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 483.

484. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 484.

485. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 485, so they are denied.

486. CVS Defendants state that Paragraph 486 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 486.

487. CVS Defendants state that Paragraph 487 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 487.

488. CVS Defendants state that Paragraph 488 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 488.

489. CVS Defendants state that Paragraph 489 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 489.

490. CVS Defendants deny the allegations contained in Paragraph 490.

491. CVS Defendants deny the allegations contained in Paragraph 491.

492. CVS Defendants deny the allegations contained in Paragraph 492.

493. Paragraph 493 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 493.

494. Paragraph 494 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 494.

495. CVS Defendants state that Paragraph 495 contains allegations that refer to a document, which speaks for itself. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 495, so they are denied.

496. CVS Defendants state that Paragraph 496 contains allegations that refer to a document, which speaks for itself. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 496, so they are denied.

497. CVS Defendants state that Paragraph 497 contains allegations that refer to a document, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 497.

498. CVS Defendants deny the allegations contained in Paragraph 498.

499. CVS Defendants deny the allegations contained in Paragraph 499.

500. CVS Defendants state that Paragraph 500 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 500.

501. CVS Defendants deny the allegations contained in Paragraph 501.

502. CVS Defendants deny the allegations contained in Paragraph 502.

503. CVS Defendants deny the allegations contained in Paragraph 503.

504. CVS Defendants deny the allegations contained in Paragraph 504.

505. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 505.

506. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 506.

507. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 507.

508. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 508.

509. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 509.

510. CVS Defendants state that Paragraph 510 contains allegations that refer to a document, which speaks for itself. CVS Defendants deny the allegations contained in Paragraph 510.

511. CVS Defendants deny the allegations contained in Paragraph 511.

512. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 512.

513. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 513.

514. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 514.

515. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 515.

516. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 516.

517. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 517.

518. CVS Defendants admit that SilverScript CCRs provide information to beneficiaries. CVS Defendants deny the remaining allegations contained in Paragraph 518.

519. CVS Defendants state that Paragraph 519 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 519.

520. CVS Defendants deny the allegations contained in Paragraph 520.

521. CVS Defendants deny the allegations contained in Paragraph 521.

522. CVS Defendants state that Paragraph 522 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 522.

523. CVS Defendants deny the allegations contained in Paragraph 523.

524. CVS Defendants deny the allegations contained in Paragraph 524.

525. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 525, so they are denied.

526. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 526, so they are denied.

527. CVS Defendants deny the allegations contained in Paragraph 527.

528. CVS Defendants deny the allegations contained in Paragraph 528.

529. CVS Defendants deny the allegations contained in Paragraph 529.

530. CVS Defendants deny the allegations contained in Paragraph 530.

531. CVS Defendants deny the allegations contained in Paragraph 531.

532. CVS Defendants state that Paragraph 532 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 532.

533. On CVS Defendants deny the allegations contained in Paragraph 533.

534. CVS Defendants state that Paragraph 534 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 534.

535. CVS Defendants state that Paragraph 535 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 535.

536. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 536, so they are denied.

537. CVS Defendants state that Paragraph 537 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 537.

538. CVS Defendants deny the allegations contained in Paragraph 538.

539. CVS Defendants deny the allegations contained in Paragraph 539.

540. CVS Defendants deny the allegations contained in Paragraph 540.

541. CVS Defendants state that Paragraph 541 contains allegations that refer to a document, which speaks for itself. To the extent that a response is required, CVS Defendants deny the allegations contained in Paragraph 541.

542. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 542, so they are denied.

543. CVS Defendants state that Paragraph 543 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 543.

544. CVS Defendants state that Paragraph 544 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 544.

545. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 545, so they are denied.

546. CVS Defendants state that Paragraph 546 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 546.

547. CVS Defendants deny the allegations contained in Paragraph 547.

548. CVS Defendants state that Paragraph 548 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 548.

549. CVS Defendants state that Paragraph 549 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 549.

550. CVS Defendants deny the allegations contained in Paragraph 550.

551. CVS Defendants state that Paragraph 551 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 551.

552. CVS Defendants state that Paragraph 552 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 552.

553. CVS Defendants state that Paragraph 553 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 553.

554. CVS Defendants deny the allegations contained in Paragraph 554.

555. CVS Defendants deny the allegations contained in Paragraph 555.

556. CVS Defendants state that Paragraph 556 contains allegations that refer to a document, which speaks for itself. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 556, so they are denied.

557. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 557, so they are denied.

558. CVS Defendants deny the allegations contained in Paragraph 558.

559. CVS Defendants deny the allegations contained in Paragraph 559.

560. CVS Defendants deny the allegations contained in Paragraph 560.

561. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 561, so they are denied.

562. CVS Defendants state that Paragraph 562 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 562.

563. CVS Defendants state that Paragraph 563 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 563.

564. CVS Defendants state that Paragraph 564 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 564.

565. CVS Defendants state that Paragraph 565 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 565.

566. CVS Defendants deny the allegations contained in Paragraph 566.

567. CVS Defendants deny the allegations contained in Paragraph 567.

568. CVS Defendants deny the allegations contained in Paragraph 568.

569. CVS Defendants state that Paragraph 569 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 569.

570. CVS Defendants state that Paragraph 570 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 570.

571. CVS Defendants state that Paragraph 571 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 571.

572. CVS Defendants deny the allegations contained in Paragraph 572.

573. CVS Defendants deny the allegations contained in Paragraph 573.

574. CVS Defendants deny the allegations contained in Paragraph 574.

575. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 575, so they are denied.

576. CVS Defendants state that Paragraph 576 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 576.

577. CVS Defendants state that Paragraph 577 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 577.

578. CVS Defendants deny the allegations contained in Paragraph 578.

579. CVS Defendants state that Paragraph 579 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 579.

580. CVS Defendants state that Paragraph 580 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 580.

581. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 581, so they are denied.

582. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 582, so they are denied.

583. CVS Defendants state that Paragraph 583 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 583.

584. CVS Defendants state that Paragraph 584 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 584.

585. CVS Defendants deny the allegations contained in Paragraph 585.

586. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 586, so they are denied.

587. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 587, so they are denied.

588. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 588.

589. CVS Defendants state that SilverScript CCRs were provided talk tracks and deny Relator's remaining allegations in Paragraph 589.

590. CVS Defendants state that Paragraph 590 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 590.

591. CVS Defendants state that Paragraph 591 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 591.

592. CVS Defendants state that Paragraph 592 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 592.

593. CVS Defendants state that Paragraph 593 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 593.

594. CVS Defendants deny the allegations contained in Paragraph 594.

595. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 595, so they are denied.

596. CVS Defendants deny the allegations contained in Paragraph 596.

597. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 597, so they are denied.

598. Furthermore, CVS Defendants deny the allegations contained in Paragraph 598.

599. CVS Defendants state that Paragraph 599 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 599.

600. CVS Defendants state that Paragraph 600 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 600.

601. CVS Defendants deny the allegations contained in Paragraph 601.

602. CVS Defendants state that Paragraph 602 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 602.

603. CVS Defendants state that Paragraph 603 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 603.

604. CVS Defendants state that Paragraph 604 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 604.

605. CVS Defendants deny the allegations contained in Paragraph 605.

606. CVS Defendants deny the allegations contained in Paragraph 606.

607. CVS Defendants state that Paragraph 607 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 607.

608. CVS Defendants state that Paragraph 608 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 608.

609. CVS Defendants deny the allegations contained in Paragraph 609.

610. Paragraph 610 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the Rebate Rule speaks for itself and on that basis deny the allegations in Paragraph 610.

611. Paragraph 611 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants state that the Rebate Rule speaks for itself and on that basis deny the allegations in Paragraph 611.

612. Paragraph 612 states legal conclusions and contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS

Defendants state that HHS guidance speaks for itself and on that basis deny the allegations in Paragraph 612.

613. Paragraph 613 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 613.

614. Paragraph 614 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 614.

615. Paragraph 615 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 615.

616. Paragraph 616 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 616.

617. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 617, so they are denied.

618. CVS Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 618, so they are denied.

619. Paragraph 619 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 619.

620. Paragraph 620 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 620.

621. CVS Defendants state that Paragraph 621 contains allegations that refer to a document, which speaks for itself. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 621.

622. CVS Defendants state that Paragraph 622 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 622. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 622.

623. CVS Defendants state that Paragraph 623 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 623.

624. CVS Defendants deny the allegations contained in Paragraph 624.

625. CVS Defendants deny the allegations contained in Paragraph 625.

626. CVS Defendants state that Paragraph 626 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 626.

627. CVS Defendants deny the allegations contained in Paragraph 627.

628. CVS Defendants state that Paragraph 628 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 628.

629. CVS Defendants state that Paragraph 629 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 629.

630. CVS Defendants state that Paragraph 630 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 630.

631. CVS Defendants state that Paragraph 631 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 631.

632. CVS Defendants state that Paragraph 632 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 632.

633. CVS Defendants state that Paragraph 633 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 633.

634. CVS Defendants deny the allegations contained in Paragraph 634.

635. CVS Defendants state that Paragraph 635 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 635.

636. CVS Defendants state that Paragraph 636 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 636.

637. CVS Defendants state that Paragraph 637 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 637.

638. CVS Defendants state that Paragraph 638 contains allegations that refer to a document, which speaks for itself. To the extent that any response is required, CVS Defendants deny the allegations contained in Paragraph 638.

639. CVS Defendants deny the allegations contained in Paragraph 639.

640. Paragraph 640 states a legal conclusion to which no answer is required. To the extent any answer is required, CVS Defendants state that State laws speak for themselves and deny the allegations contained in Paragraph 640.

641. CVS Defendants deny the allegations contained in Paragraph 641.

642. CVS Defendants state that the allegations contained in Paragraph 642 refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 642.

643. CVS Defendants state that the allegations contained in Paragraph 643 refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 643.

644. CVS Defendants deny the allegations contained in Paragraph 644.

645. Paragraph 645 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 645.

646. Paragraph 646 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 646.

647. Paragraph 647 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 647.

648. Paragraph 648 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 648.

649. CVS Defendants state that Paragraph 649 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 649.

650. CVS Defendants state that Paragraph 650 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 650.

651. CVS Defendants state that Paragraph 651 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 651.

652. CVS Defendants state that Paragraph 652 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 652.

653. CVS Defendants state that Paragraph 653 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 653.

654. CVS Defendants state that Paragraph 654 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 654.

655. CVS Defendants state that Paragraph 655 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 655.

656. CVS Defendants deny the allegations contained in Paragraph 656.

657. CVS Defendants deny the allegations contained in Paragraph 657.

658. CVS Defendants state that Paragraph 658 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 658.

659. CVS Defendants deny the allegations contained in Paragraph 659.

660. CVS Defendants state that Paragraph 660 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis, CVS Defendants deny the allegations contained in Paragraph 660.

661. CVS Defendants state that Paragraph 661 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 661.

662. CVS Defendants deny the allegations contained in Paragraph 662.

663. CVS Defendants deny the allegations contained in Paragraph 663.

664. CVS Defendants state that Paragraph 664 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 664.

665. CVS Defendants state that Paragraph 665 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 665.

666. CVS Defendants state that Paragraph 666 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 666.

667. CVS Defendants deny the allegations contained in Paragraph 667.

668. CVS Defendants state that Paragraph 668 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 668.

669. CVS Defendants state that Paragraph 669 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 669.

670. CVS Defendants state that Paragraph 670 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 670.

671. CVS Defendants state that Paragraph 671 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 671.

672. CVS Defendants deny the allegations contained in Paragraph 672.

673. CVS Defendants state that Paragraph 673 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 673.

674. CVS Defendants state that Paragraph 674 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 674.

675. CVS Defendants deny the allegations contained in Paragraph 675.

676. CVS Defendants state that Paragraph 676 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 676.

677. CVS Defendants state that Paragraph 677 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 677.

678. CVS Defendants deny the allegations contained in Paragraph 678.

679. Paragraph 679 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 679.

680. Paragraph 680 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 680.

681. CVS Defendants deny the allegations contained in Paragraph 681.

682. Paragraph 682 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 682.

683. Paragraph 683 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 683.

684. Paragraph 684 contains no specific allegations against CVS Defendants and thus no response is required. To the extent any response is required, CVS Defendants deny the allegations contained in Paragraph 684.

685. CVS Defendants state that the allegations contained in Paragraph 685 refer to a specific document, which speaks for itself. To the extent any response is required, the allegations in Paragraph 685 are denied.

686. CVS Defendants state that Paragraph 686 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 686.

687. CVS Defendants state that Paragraph 687 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 687.

688. CVS Defendants state that Paragraph 688 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 688.

689. CVS Defendants state that Paragraph 689 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 689.

690. CVS Defendants state that Paragraph 690 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 690.

691. CVS Defendants state that Paragraph 691 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 691.

692. CVS Defendants deny the allegations contained in Paragraph 692.

693. CVS Defendants deny the allegations contained in Paragraph 693.

694. CVS Defendants state that Paragraph 694 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 694.

695. CVS Defendants deny the allegations contained in Paragraph 695.

696. CVS Defendants state that Paragraph 696 contains allegations that refer to a document, w which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 696.

697. CVS Defendants state that Paragraph 697 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 697.

698. CVS Defendants state that Paragraph 698 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 698.

699. CVS Defendants state that Paragraph 699 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 699.

700. CVS Defendants state that Paragraph 700 contains allegations that refer to a document, which purports to be a transcript that CVS Defendants lack sufficient knowledge of, and on that basis CVS Defendants deny the allegations contained in Paragraph 700.

701. CVS Defendants deny the allegations contained in Paragraph 701.

702. CVS Defendants state that Paragraph 702 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 702.

703. CVS Defendants deny the allegations contained in Paragraph 703.

704. CVS Defendants deny the allegations contained in Paragraph 704.

705. CVS Defendants state that Paragraph 705 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 705.

706. CVS Defendants state that Paragraph 706 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 706.

707. CVS Defendants state that Paragraph 707 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 707.

708. CVS Defendants state that Paragraph 708 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 708. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 708.

709. CVS Defendants state that Paragraph 709 purports to quote from Derica Rice's April 9, 2019 testimony before the Senate Finance Committee testimony, which speaks for itself, and was quoted out of context in Paragraph 709. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 709.

710. CVS Defendants deny the allegations contained in Paragraph 710.

711. CVS Defendants state that Paragraph 711 contains allegations that refer to a document, which speaks for itself. To the extent any answer is required, CVS Defendants deny the allegations contained in Paragraph 711.

COUNT I
(Violation of False Claims Act, 31 U.S.C. § 3729(a)(1); 31 U.S.C. § 3729(a)(1)(A))

712. CVS Defendants reallege and incorporate hereto its answers, denials, and statements as set forth above to Paragraphs 1 through 711 of the SAC.

713. CVS Defendants deny the allegations contained in Paragraph 713.

714. CVS Defendants deny the allegations contained in Paragraph 714.

COUNT II
(Violation of False Claims Act, 31 U.S.C. § 3729(a)(2); 31 U.S.C. § 3729(a)(1)(B))

715. CVS Defendants reallege and incorporate hereto its answers, denials, and statements as set forth above to Paragraphs 1 through 714 of the SAC.

716. CVS Defendants deny the allegations contained in Paragraph 716.

717. CVS Defendants deny the allegations contained in Paragraph 717.

718. CVS Defendants deny the allegations contained in Paragraph 718.

719. CVS Defendants deny the allegations contained in Paragraph 719.

COUNT III

(Violation of False Claims Act, 31 U.S.C. § 3729(a)(3); 31 U.S.C. § 3729(a)(1)(C))

720. CVS Defendants reallege and incorporate hereto its answers, denials, and statements as set forth above to Paragraphs 1 through 719 of the SAC.

721. CVS Defendants deny the allegations contained in Paragraph 721.

722. CVS Defendants deny the allegations contained in Paragraph 722.

COUNT IV

(Violation of False Claims Act, 31 U.S.C. § 3729(a)(1)(G))

723. CVS Defendants reallege and incorporate hereto its answers, denials, and statements as set forth above to Paragraphs 1 through 722 of the SAC.

724. The Court dismissed this cause of action in its Order dated March 10, 2023, so this cause of action is no longer pending. To the extent any response is necessary, CVS Defendants deny the allegations contained in Paragraph 724.

725. The Court dismissed this cause of action in its Order dated March 11, 2023, so this cause of action is no longer pending. To the extent any response is necessary, CVS Defendants deny the allegations contained in Paragraph 725.

To the extent Relator's prayer for relief section is understood as comprising allegations, CVS Defendants deny the allegations. Neither Relator nor the United States is entitled to any relief.

726. CVS Defendants demand a jury trial as to all issues.

AFFIRMATIVE DEFENSES

Without assuming the burden of proof for any claim or any element of any claim that properly lies with Relator, CVS Defendants asserts the following affirmative defenses to the Second Amended Complaint:

FIRST AFFIRMATIVE DEFENSE

The Second Amended Complaint and each purported cause of action set forth therein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Second Amended Complaint and each purported cause of action set forth therein fails to comply with Fed. R. Civ. P. 9(b) in that allegations are not stated with particularity.

THIRD AFFIRMATIVE DEFENSE

The claims in the Second Amended Complaint are barred, in whole or in part, by the doctrine of waiver.

FOURTH AFFIRMATIVE DEFENSE

Relator's ability to pursue this action and/or retain any portion of the proceeds therefrom is barred, in whole or in part, by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

Relator's ability to pursue this action and/or retain any portion of the proceeds therefrom is barred, in whole or in part, by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

Relator's ability to pursue this action and/or retain any portion of the proceeds therefrom is barred, in whole or in part, by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

Relator is precluded from recovering attorneys' fees under applicable provisions of law.

EIGHTH AFFIRMATIVE DEFENSE

Insofar as he seeks civil penalties on behalf of the United States, Relator lacks standing to do so under Article III of the Constitution of the United States.

NINTH AFFIRMATIVE DEFENSE

Because the United States has not intervened in this case, Relator's prosecution of it violates separation-of-power principles and the Appointments, Executive Vesting, and Take Care Clauses of Article II of the Constitution of the United States.

TENTH AFFIRMATIVE DEFENSE

Relator's claims are preempted, in whole or in part, by federal law or otherwise barred, in whole or in part, by the Supremacy Clause of the United States Constitution, Article VI, clause 2, and the laws of the United States.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's action is barred by 31 U.S.C. § 3730(e)(4) because it is based upon the public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, in a congressional, administrative, or Government [General] Accounting Office report, hearing, audit, or investigation, or from the news media; and Plaintiff is not an "original source" as that term is defined by § 3730(e)(4)(B).

TWELFTH AFFIRMATIVE DEFENSE

CVS Defendants state that they currently have insufficient knowledge or information on which to form a belief as to whether they may have available additional, as yet unstated, affirmative defenses. CVS Defendants reserve the right to assert additional affirmative defenses in the event that discovery indicates that such defenses would be appropriate. CVS Defendants therefore reserve the right to amend this answer if necessary.

Dated: April 7, 2023

/s/ *Lesli C. Esposito*

Lesli C. Esposito (PA Bar No. 201906)

Brian R. Stimson (*pro hac vice*)

Jennifer B. Routh (*pro hac vice*)

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Counsel for Defendants

CVS Health Corporation; CVS Pharmacy, Inc.;

SilverScript Insurance Company, LLC; and

CVS Caremark Corporation

CERTIFICATE OF SERVICE

I certify that on April 7, 2023, this document was filed electronically, that it is available for viewing and downloading from the ECF system, and that all counsel of record will be served by the ECF system.

/s/ Lesli C. Esposito
Lesli C. Esposito